



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Arrowsmith Industries, Inc.

**File:** B-233212

**Date:** February 8, 1989

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### DIGEST

1. Certificate of Competency (COC) procedures do not apply where a small business firm's offer in a negotiated procurement is considered weak under technical evaluation factors relating to experience and personnel qualifications, since the COC program is reserved for reviewing responsibility matters, not the comparative evaluation of technical proposals.

2. Protest that contracting officials were biased in favor of incumbent firm is denied where allegation is based solely on inference or supposition.

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### DECISION

Arrowsmith Industries, Inc., protests the award of a time and material indefinite delivery contract to Vitro Services Corporation under request for proposals (RFP) No. N60530-88-R-0045, issued by the Naval Weapons Center, Department of the Navy, for the fabrication of wiring harnesses, cables and electronic assemblies. Arrowsmith, a small business, contends that the Navy, in evaluating its proposal, made a determination of nonresponsibility with respect to the firm and that, therefore, the matter should have been referred to the Small Business Administration (SBA) under the certificate of competency (COC) procedures. Arrowsmith also argues that the Navy failed to follow the evaluation factors stated in the RFP and alleges that the technical evaluators were biased or prejudiced in favor of Vitro, the incumbent.

We deny the protest.

The RFP, issued November 14, 1987, required the contractor to furnish all labor, equipment, facilities, and material to fabricate wiring harnesses, cables, and electronic assemblies from parts and materials supplied in kit form by the Naval Weapons Center. Each fabrication task is

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generally a "one-of-a-kind" effort and can involve the broad spectrum of prototype electronic fabrication from rough sketches. Section M of the RFP stated that proposals would be evaluated in the three areas of technical, management, and cost, and "cost is less important than technical and more important than management." The first criterion listed in the RFP under "technical" was experience in fabricating printed circuit assemblies to government standards. "Management" contained three criteria: (1) adequacy of facilities, equipment and production capability; (2) qualification of personnel; and (3) corporate experience in this or similar type of work.

The RFP was furnished to 27 prospective offerors. Only two offerors, Vitro and Arrowsmith, submitted proposals. Both proposals were determined to be within the competitive range. Discussions were held with both offerors, and best and final offers (BAFO) were requested on June 10, 1988.

Both offerors submitted BAFOs which were rated technically acceptable. However, Vitro was scored higher in the areas of technical and management, while Arrowsmith submitted a slightly lower price than Vitro. Based on the evaluation criteria, the Navy found that Vitro's proposal, rather than Arrowsmith's, offered the greatest overall value to the government. Specifically, the agency determined that Arrowsmith's proposal indicated that its employees who would be performing the actual work lacked the necessary experience and expertise required to perform "one-of-a-kind" fabrications. The agency determined that the workers proposed by Arrowsmith did not possess the skills and knowledge required, but, instead, their experience was limited to standard electronic assembly experience. Consequently, a contract was awarded to Vitro on September 30. This protest followed.

Arrowsmith's primary argument is that the Navy, in evaluating its proposal, in effect, made a negative determination of its responsibility, thus requiring the Navy to refer the matter to the SBA under COC procedures. We find this argument to be without merit.

Contracting officers evaluate prospective contractors to determine their responsibility, that is, their capability to perform the work. Federal Acquisition Regulation (FAR) § 9.103(b) (FAC 84-18). COC referrals to SBA are required where contracting officers find small businesses to be nonresponsible. In this case, the agency did not find the protester to be nonresponsible, but, as stated above, considered its proposal to be weak under the technical and

management evaluation factors listed in the solicitation during a comparative evaluation of proposals.

With regard to these factors, it is not improper in a negotiated procurement to include traditional responsibility factors among the technical evaluation criteria. B&W Service Industries, Inc., B-224392.2, Oct. 2, 1986, 86-2 CPD ¶ 384. Such factors may include experience and personnel qualifications. As long as the factors are limited to areas which, when evaluated comparatively, can provide an appropriate basis for a selection that will be in the government's best interest, COC procedures do not apply to a technical proposal deficient in those areas. Id. In our view, the evaluation factors used here, experience and qualifications of the contractor's personnel, were appropriate for comparative evaluation in a negotiated procurement involving the unique fabrication of wiring harnesses, cables, and electronic assemblies. Accordingly, COC procedures were inapplicable to the Navy's rating of Arrowsmith's proposal in these areas, and we therefore deny this protest ground.

Next, Arrowsmith argues that its proposal was not evaluated in accordance with the evaluation criteria, but, instead, was rejected on the ground that it lacked corporate experience. However, the record clearly demonstrates that Arrowsmith was evaluated under all the stated criteria, including corporate experience, experience in fabricating printed circuit assemblies to government standards, and qualifications of personnel. The agency states, and the record shows, that Arrowsmith's proposal was lowered primarily because of a lack of technical experience on the part of the electronics technicians who would be performing the work. Thus, Arrowsmith's allegation that the agency improperly evaluated only corporate experience is simply erroneous. The record further shows that Arrowsmith proposed individual employees whose experience was limited to standard electronics assembly.

The determination of the relative merits of proposals, particularly with regard to technical considerations, is primarily the responsibility of the contracting agency, not our Office, since the agency must bear the burden of any difficulties resulting from a defective evaluation. Litton Systems, Inc., Electron Tube Division, 63 Comp. Gen. 585 (1984), 84-2 CPD ¶ 317. In light of this standard, we consistently have held that procuring officials enjoy a reasonable degree of discretion in evaluating proposals, and that their judgments will not be disturbed unless shown to be arbitrary or in violation of procurement laws and

regulations. Delta Computec, Inc., B-225442, Feb. 9, 1987, 87-1 CPD ¶ 139. We find nothing in the record to show that the agency's technical determination was unreasonable.

Finally, Arrowsmith alleges that the Navy was biased in favor of Vitro, the incumbent. It argues that the agency's alleged failure to follow the RFP's evaluation factors and failure to refer the matter to the SBA evidence a bias towards Vitro. We have fully considered these allegations above and have found them to be without merit. Moreover, we find no evidence of prejudice in the record and think that Arrowsmith's allegations constitute mere speculation. We will not attribute unfair or prejudicial motives to procurement officials on the basis of inference or supposition. B&W Service Industries, Inc., B-224392.2, supra.

The protest is denied.

*for* *Aeymour Spas*  
James F. Hinchman  
General Counsel